



September 12, 2006

**SUBJECT: Santa Clara County Automated Fingerprint and CAL-ID System  
Updated Agreement and Authority to Pay****REPORT IN BRIEF**

During the 1987/1988 budget process, Council approved an agreement with other cities in Santa Clara County to implement a local automated fingerprint identification system providing local law enforcement agencies with direct access to the California Identification System (Cal-ID), an automated system maintained by the California State Department of Justice for retaining fingerprint files and identifying latent fingerprints. The facilitator of this agreement and direct service provider is the San Jose Police Department, using funds contributed by all county agencies. The agreement is effective until such time that it is terminated by any participating parties.

Staff is requesting that a new contact information sheet be added to our existing agreement, updating the contact name and information for our department and that Council authorize the City Manager to allow payment of the associated expenses for the duration of the agreement.

**BACKGROUND**

On January 1, 1986, Senate Bill (SB) 190 was passed and provided for implementation of automated systems and provided local agencies with direct access to the state's fingerprint files. This bill appropriated \$7,000,000 to the Department of Justice for the purchase of equipment and services to create the statewide system. Also provided were procedures for local governments to receive equipment based on a sharing of costs with the state: the state paying 70% of the cost of the purchase of the equipment and all other costs for implementing local systems became the responsibility of local government.

Based on the criteria set forth in SB 190, a local policy board was convened and ultimately developed and gained compliance from all of the cities in Santa Clara County for participation in the joint county automated system. In October of 2002 all interested parties entered into a Memorandum of Understanding (MOU) (Attachment A) outlining the service expectations and commitment for use of this system. In April 2003, the first amendment to the MOU (Attachment B) was signed with Council approval.

**EXISTING POLICY**

Policy 4.1.A.3

Provide investigative services directed toward successful prosecution and conviction of criminal offenders.

**DISCUSSION**

The Department of Public Safety's use of the CAL-ID system is crucial to the successful ability to identify criminals and solve crimes that occur within our jurisdiction and in surrounding areas, as it provides identifying information on people contacted by law enforcement statewide.

As required by the original Senate Bill, the County and Cities are responsible for 30% of the equipment costs and the operating and personnel costs associated with use of the system. The MOU outlines our share of these expenses and the department provides for them in our operating budget every cycle. As such, staff is requesting that Council authorize the City Manager to approve payment for the provided services for the duration of the agreement, or until such time that the budget will not support our participation and the city terminates the agreement.

**FISCAL IMPACT**

The program budget for CAL-ID for FY 06/07 is \$2,649,464. As agreed upon in the MOU, Sunnyvale's percentage of contribution, based on population, is 7.56% or \$119,321. This amount has been budgeted in the Public Safety Operating Budget in Program 487, Activity 487280.

**CONCLUSION**

Authorization for staff to update our contact information and for the City Manager to approve payment of the current bill and all subsequent bills under the terms of this agreement, budget permitting, will provide for a more efficient and effective process.

**PUBLIC CONTACT**

Public contact was made through posting of the Council Agenda on the city's official notice bulletin board, posting of the agenda and report on the city's web page, publication of the Council agenda in the San Jose Mercury News, and the availability of the report in the Library and the City Clerk's Office.

**ALTERNATIVES**

1. Council allows staff to add a new contact information sheet to our existing agreement, updating the contact name and information for our department and authorizes the City Manager to allow payment of the associated expenses for FY 2006/2007 and all subsequent expenses under the terms of this agreement, Council approved budget permitting.
2. Council does not allow staff to add the new contact information sheet to the existing agreement and does not authorize the City Manager to allow payment for the current year of service and subsequent years of the agreement.

**RECOMMENDATION**

Staff recommends Alternative #1.

Reviewed by:

---

Don Johnson, Director, Public Safety  
Prepared by: Heather Tannehill, Manager

Reviewed by:

---

Mary Bradley, Director, Finance

Approved by:

Amy Chan  
City Manager

**Attachments**

- A. Original MOU for CAL-ID
- B. First Amendment to the MOU for CAL-ID
- C. Updated Contact information Sheet for CAL-ID MOU

FULLY-EXECUTED

4/30/02  
27  
ORIGINAL

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE OPERATION OF THE  
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM  
AND TO PROVIDE LOCAL LAW ENFORCEMENT AGENCIES  
ACCESS TO THE CALIFORNIA IDENTIFICATION SYSTEM**

This Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to provide Local Law Enforcement Agencies access to the California Identification System is made and entered into this        day of OCT 08 2002 2002, by and among the COUNTY OF SANTA CLARA, a county of the State of California ("County"), the CITY OF CAMPBELL, a municipal corporation, the CITY OF CUPERTINO, a municipal corporation, the CITY OF GILROY, a municipal corporation, the CITY OF LOS ALTOS, a municipal corporation, the TOWN OF LOS ALTOS HILLS, a municipal corporation, the TOWN OF LOS GATOS, a municipal corporation, the CITY OF MILPITAS, a municipal corporation, the CITY OF MONTE SERENO, a municipal corporation, the CITY OF MORGAN HILL, a municipal corporation, the CITY OF MOUNTAIN VIEW, a municipal corporation, the CITY OF PALO ALTO, a municipal corporation, the CITY OF SAN JOSE, a municipal corporation, the CITY OF SANTA CLARA, a municipal corporation, the CITY OF SARATOGA, a municipal corporation, and the CITY OF SUNNYVALE, a municipal corporation (hereinafter collectively referred to as "Incorporated Cities").

**RECITALS**

Whereas, on April 26 1988, the County and Incorporated Cities entered into an "Agreement to Provide Local Law Enforcement Agency Access to the California Identification System" which Agreement has been amended from time to time (CAL-ID Agreement); and

Whereas, on May 20, 1997, the County and City of San Jose entered into a "Memorandum of Understanding Regarding the Acquisition and Operation of the Automated Fingerprint Identification System between the City of San Jose and the County of Santa Clara" (AFIS Agreement); and

Whereas, County, City of San Jose, and other Incorporated Cities desire to mutually share the cost of operation and maintenance of both the CAL-ID Program and AFIS Program, the combined program will retain the CAL-ID Program name; and

Whereas, County and Incorporated Cities desire to set forth their respective obligations with respect to the operation and maintenance of the CAL-ID and AFIS Program ("Consolidated Program");

**NOW, THEREFORE,** County and Incorporated Cities hereby agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The documents forming the entire agreement between the Incorporated Cities and County shall include the following:

- EXHIBIT A Cost Responsibilities
- EXHIBIT B Operational Responsibilities
- EXHIBIT C Statement of Assets
- EXHIBIT D Definitions

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written, specifically including but not limited to the CAL-ID Agreement and the AFIS Agreement.

## **SECTION 2. TERM OF AGREEMENT**

The Effective Date of this Agreement shall be the date that it has been executed by both the County of Santa Clara and the City of San Jose, and as to the other Incorporated Cities in accordance with the provisions of Section 8 of this Agreement. The Agreement shall continue in effect until it has been terminated by the agreement of the parties.

## **SECTION 3. COST RESPONSIBILITIES**

County and the Incorporated Cities agree to share the costs of the CAL-ID Program operation according to the provisions of Exhibit A, Cost Responsibilities, which is attached hereto.

## **SECTION 4. OPERATION OF SYSTEM**

The City of San Jose agrees to operate the CAL-ID Program in accordance with provisions of Exhibit B, Operational Responsibilities, which is attached hereto.

## **SECTION 5. FINANCIAL REPORTS/RIGHT TO AUDIT**

- A. The County and the Incorporated Cities shall establish and maintain, in accordance with generally accepted accounting principles, a complete record of all financial transactions related to this Agreement.
- B. The County and the Incorporated Cities agree that any duly authorized representative of any of the parties, upon reasonable advance notice, shall have access and the right, to audit, examine, and make excerpts or transcripts of or from records, and to make audits of all contracts, subcontracts, invoices, payrolls, conditions of employment, materials, and all other data or financial records relating to matters covered by this Agreement. County and Incorporated Cities agree that any party's authorized representatives, at any time, upon reasonable advance notice, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this Agreement.
- C. County and Incorporated Cities further agree that the right to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. County and Incorporated Cities shall preserve and make available records (a) until the expiration of three years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

## **SECTION 6. IRREPARABLE DAMAGE TO EQUIPMENT**

- A. In the event that the local RAN equipment and/or AFIS equipment, or any portion thereof, is destroyed or damaged beyond repair, replacement equipment shall be purchased. Except as provided in Subsection B, the cost of replacement equipment shall be allocated among all parties, based upon each party's Allocated Percentage as set forth in Section A.4 of Exhibit A.
- B. In the event local RAN equipment and/or AFIS equipment, or any portion thereof, is destroyed or

damaged beyond repair due to the willful misconduct of an employee or agent of the County and/or any of the Incorporated Cities, their officers, agents, and employees, in which event, the replacement cost shall be borne by the County or applicable Incorporated City(s), whichever is responsible for such damage.

## SECTION 7. MUTUAL INDEMNIFICATION AND HOLD HARMLESS


Each Party shall contribute to the cost of any claim, loss, liability or defense costs, including reasonable attorney's fees, arising out of or resulting in any way from the operation of the local RAN or AFIS equipment by the County or any Incorporated City(s), it's officers, agents, or employees, excepting acts of willful misconduct by the County or any Incorporated City(s), it's officers, agents, or employees. Such costs shall be allocated among the parties, based upon each party's Allocated Percentage as set pursuant to Section A.4 of Exhibit A for the fiscal year in which the claim is made.

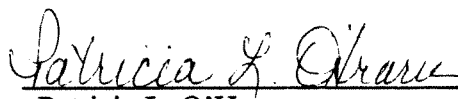
## SECTION 8. EXECUTION AND EFFECTIVENESS

This Agreement shall be binding on the City and County from the Effective Date. This Agreement shall be additionally binding as to the parties and each of the Incorporated Cities as of the date that the individual Incorporated City has executed a Signature Addendum.

APPROVED AS TO FORM

CITY OF SAN JOSÉ

  
\_\_\_\_\_  
Brian Doyle  
Senior Deputy City Attorney

By:   
\_\_\_\_\_  
Patricia L. O'Hearn  
City Clerk

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on OCT 08 2002 2002 by the following vote:

AYES	Supervisors ALVARADO, BEALL, GAGE, KNISS, <del>McHUGH</del>
NOES	Supervisors <b>NONE</b>
ABSENT	Supervisors <b>McHUGH</b>

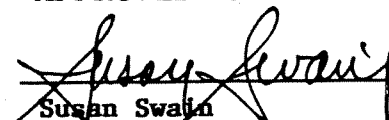
  
\_\_\_\_\_  
DONALD F. GAGE Chairperson  
Board of Supervisors

ATTEST      PHYLLIS A. PEREZ, Clerk  
                    Board of Supervisors

Ann Sloan  
Chief Deputy Clerk  
of the Board of  
Supervisors

  
\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
Susan Swain  
Deputy County Counsel

9/26/2002  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE OPERATION OF THE  
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM  
AND TO PROVIDE LOCAL LAW ENFORCEMENT AGENCIES  
ACCESS TO THE CALIFORNIA IDENTIFICATION SYSTEM  
SIGNATURE ADDENDUM**

By executing below the undersigned Incorporated City acknowledges and accepts the terms and conditions of the Memorandum of Understanding Regarding The Operation Of The Automated Fingerprint Identification System And To Provide Local Law Enforcement Agencies Access To The California Identification System which has been approved by City Council of the City of San Jose and the Board of Supervisors of the County of Santa Clara, and executed by City and County and is on file in the Office of the City Clerk of the City of San Jose.

**INCORPORATED CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A COST RESPONSIBILITIES**

### **A.1 LOCAL POLICY BOARD**

A. Pursuant to California Penal Code Section 11112.4, a local, remote access network board, known as the "Santa Clara County CAL-ID RAN Policy Board" ("Local Policy Board"), has been established, which is currently composed of the following members: a member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the department having the largest number of sworn personnel within the county, a Chief of Police selected by all of the Police Chiefs within the County, a Mayor selected by City Selection Committee established pursuant to California Government Code Section 50270, and a member-at-large chosen by the other members.

B. Pursuant to California Penal Code Section 11112.4, the Local Policy Board shall:

1. Establish policies and procedures necessary to implement the purposes of this MOU.
2. Establish a budget and approve expenditures consistent with the terms of this MOU.
3. Determine and coordinate the purchase, acceptance, placement, installation, use, maintenance, replacement, disposition of, and all other matters concerning the local AFIS and all local RAN equipment within the County, adhering to the policy guidelines and procedures adopted by the California Department of Justice.
4. Develop procedures to regulate the ongoing use and maintenance of the local AFIS and the local RAN equipment adhering to the policy guidelines and procedures adopted by the California Department of Justice; and
5. Determine the placement of personnel funded by the CAL-ID Program.

### **A.2 ADMINISTRATION**

The City of San Jose has been and shall continue to be the general administering agency for the CAL-ID Program. The City of San Jose has been and shall continue to provide fiscal management of the CAL-ID Program fund and expenditures, including but not limited to: (1) establishing the interest-bearing accounts pursuant to Exhibit B into which shall be deposited all funds received under this MOU and from which shall be paid all costs and expenses incurred under this MOU; (2) billing each party for that party's share of the costs under this MOU; (3) providing each of the parties and the Local Policy Board with periodic reports and an annual financial report at the end of each fiscal year; and (4) payment of all Local Policy Board expenses.

### **A.3 COSTS**

Cost components of the CAL-ID Program in Santa Clara County include: (i) new equipment costs; (ii) annual operating costs, and (iii) miscellaneous costs related to the operation of the CAL-ID Program not included in Subparagraphs (i) and (ii). For purposes of this MOU, "annual operating costs" shall include, but not be limited to, the cost of personnel, supplies, materials, utilities, maintenance, repair, training, and other costs incurred in the annual operation of the CAL-ID Program.

### **A.4 ALLOCATED PERCENTAGES**



All costs of the CAL-ID Program as set forth in subsection B.1, above, shall be allocated among the parties to the MOU based on each party's percentage share of the total population of all agencies participating in the CAL-ID Program, with the exception of the Santa Clara County District Attorney's Office whose share will be 26.8 % of the entire budget. The initial Allocated Percentages are documented in Attachment A of this MOU.

Thereafter, on an annual basis, the Board shall recalculate the Allocated Percentages based upon the population figures used for allocating these costs shall be established by the most recent State of California Department of Finance Population Estimates. For the purpose of this MOU, the Santa Clara County share of population shall be the population of the unincorporated area of Santa Clara County.

#### **A.5 ANNUAL BUDGET**

1. Prior to the commencement of any fiscal year, the City of San Jose shall estimate the costs for that fiscal year. The estimated annual budget shall be approved, disapproved or amended by the Local Policy Board.
2. On or before May 1 of the preceding fiscal year, the City of San Jose shall notify each party of its share of the estimated costs for the succeeding year, which shall be allocated among the parties in the manner prescribed in Section B.2(1) above.
3. Payments required to be paid under this Section shall be paid to the order of the City of San Jose and delivered to the City of San Jose Finance Department, on or before July 15 of the fiscal year for which the payments are due.
4. Payments made pursuant to this MEMORANDUM OF UNDERSTANDING shall be nonrefundable and shall not be returned to any party unless all parties agree to terminate this MEMORANDUM OF UNDERSTANDING and to discontinue the CAL-ID Program in Santa Clara County.
5. Payments shall be deposited in interest bearing trust accounts maintained by the City of San Jose for benefit of the CAL-ID Program, with any earned interest being applied to the account. The City of San Jose shall serve as the trustee of the accounts and shall have the authority to deposit and withdraw funds from the accounts to pay for costs according to the annual budget approved by the Local Policy Board.
6. Reserve Fund. The Local Policy Board has since 1988 maintained in a separate interest bearing trust account a reserve fund ("Reserve") that has accrued since 1988 from budget surpluses and interest accrued on the corpus of the fund. The Reserve funds shall be held in interest bearing trust account for benefit of the CAL-ID Program. The City of San Jose shall serve as the trustee of the account and shall have the authority to deposit and withdraw funds from the account. The Local Policy Board shall develop written policies regarding the maintenance and use of the Reserve. The Local Policy Board shall have the authority to maintain this Reserve and to use funds from it for the purpose of paying any of the costs required under this Agreement.

## **A.6 BUDGET ADJUSTMENTS**

If, in any fiscal year, the actual annual costs are higher than as previously determined by the Local Policy Board, the Local Policy Board, with the assistance of the City of San Jose, shall determine the additional amount needed to meet the costs for that fiscal year. Each party shall contribute its share of the additional amount, which share will be based on the party's percentage share of the total population of all parties participating in the CAL-ID Program. The additional payments shall be paid to the order of the City of San Jose and delivered to the City of San Jose Finance Department within thirty (30) days of billing.

## **A.7 EMPLOYEES**

The City of San Jose shall provide such employees as the Local Policy Board considers necessary to the efficient operation of the CAL-ID Program. The persons provided by the City pursuant to this Section shall remain employees of the City of San Jose. The salary and all fringe benefit costs incurred by the City of San Jose in the employment of persons provided pursuant to this section shall be paid for out of the payments made by the parties pursuant to Section A.5 at the time these costs are due and payable.

## **A.8 RESIDUAL COSTS**

Each of the following parties acknowledges and agrees that the allocated costs outlined in Attachment A of this MOU are due and payable to the City of San Jose under the CAL-ID Agreement.

Payment shall be made to the City of San Jose no later than July 15, 2002.

## **A.9 NEW USERS**

A non-participating agency seeking to participate in the CAL-ID System shall be allowed to become a party to this agreement only with the approval of the Local Policy Board. In addition new participating agencies may be required to execute an addendum or amendment to the MEMORANDUM OF UNDERSTANDING by which the new agency agrees to be a party to this MEMORANDUM OF UNDERSTANDING and to be subject to all of its terms and conditions. If the addendum or amendment does not require any greater expenditure by the City of San Jose, it may be executed by the City Manager of the City of San Jose, who is authorized to execute the addendum or amendment on behalf of the parties to this MEMORANDUM OF UNDERSTANDING.

## **EXHIBIT B OPERATIONAL RESPONSIBILITIES**

### **B.1 PRIMARY OPERATION RESPONSIBILITY**

The City of San Jose shall be primarily responsible for the overall operation and maintenance of the CAL-ID Program consistent with the budget and overall direction mutually established.

### **B.2 CITY OF SAN JOSE'S RESPONSIBILITIES**

City of San Jose shall provide the following services:

1. City of San Jose shall be responsible for maintaining the statistical file database of the Automated Fingerprint Identification System (AFIS), including but not limited to the 10-Print files and latent print files.
1. City of San Jose shall receive and verify all 10-print files from all remote sites in Santa Clara County.
2. City of San Jose shall provide continuing quality control (editing) on incoming fingerprint images with existing database records.
3. City of San Jose shall perform comparative analysis of fingerprints received from the District Attorney's Office and testify in court when requested, with reasonable notice.
4. City of San Jose shall provide statistics annually within a Fiscal Year to the Local Policy Board. These statistics shall include, but not be limited to the following: 10-Print database size; unsolved latent file size; number of 10-Print and Latent queries, verifications and identifications by agency, hit rates of each, number and types of record purges, information on frequency and circumstance of maintenance calls and their resolution, and other data as may be available via the System's statistical reporting capability. The Local Policy Board has the ability to audit performance statistics at any time given reasonable notice to City of San Jose.
5. The Central Identification Unit (CIU) shall provide, within limitations of the approved Operating Budget, 24-hour coverage 365 days a year to receive and process electronic images of fingerprints from livescan sites within Santa Clara County. CIU shall notify System Users and County contact of any period when coverage is not available.
6. City of San Jose shall provide power and space for AFIS equipment housed at SJPd's CIU facilities, costs to be allocated among all Parties to the MOU, in accordance with provisions of Exhibit B.
7. City of San Jose will act as point of contact with the AFIS vendor in assuring vendor compliance with the terms of the maintenance agreement and will assure that the operating system, matchers, hardware and all related components will be available in a state that the operating purposes of this MOU are supported at the agreed-upon level. A process for 24 hour per day/7day per week notification and response will be established.
8. City of San Jose is responsible for preparing, on an annual basis, a list that outlines service priorities that will be equally applicable to all agencies that use CIU under this MOU. The list will recognize that a primary purpose of the System is to assure timely identification of persons being booked into

custody.

### **B.3 COUNTY'S RESPONSIBILITIES**

County shall provide the following services:

1. County shall provide space and power for all County operated AFIS equipment which is linked to CIU.
2. County shall provide and maintain CJIC interface to AFIS.
3. County shall maintain and perform corrections to CJIC database and consolidate multiple person files.
4. County shall provide and maintain all of the communication lines between CIU and all remote access sites of the County.
5. County shall maintain the direct telephone line between CIU and Santa Clara Department of Corrections Main Jail.

### **B.4 INCORPORATED CITY'S RESPONSIBILITIES**

Incorporated Cities shall provide the following services:

1. Each Incorporated City shall provide space and power for their City's operated AFIS equipment which is linked to CIU.
2. Each Incorporated City shall provide their own personnel that shall be responsible for rolling fingerprints at their livescan sites.
3. Each Incorporated City shall be responsible for installation of any future communication lines and to maintain current and future communications lines between CIU and the Incorporated City.

### **B.5 ACCESS**

City and County shall each have the right to search, to determine system status (files, statistics, and throughput). Only CIU staff has the right to register prints or to make changes to database files. Terminals outside of CIU shall not have the ability to make file changes. However, County and Incorporated Cities, if they later purchase and install such equipment, may add latent print files to the "Unsolved Latent Print" database from it's Latent Print terminal.

**EXHIBIT C  
STATEMENT OF ASSETS**

**SAN JOSE POLICE DEPARTMENT/SANTA CLARA COUNTY  
LIVSCAN EQUIPMENT**

Quantity	Asset	ID No.
	<b>SAN JOSE POLICE DEPARTMENT</b>	
1	NIST Sever 2000	SANS01
1	Search Processor 2000	SAMC01
1	Data Storage/Retrieval 2000	SADS01
1	CJIC Interface	SACI01
1	Input Station	SAWS01
2	Latent Station	SALS01, SALS02
1	Verification Station	SAVS01
4	Live Scan Stations LSS2000	SALV01, SALV02, SALV03, SALV12
5	Lexmark Optra T614 Duplex printer	SALP01, SALP02, SALP03, SALP12
1	Remote Communication Subsystem	
1	20KVA Uninterruptible Power Supply	
1	Codonics Video Printer	30C2972B
1	NIST Archive Server/RAID Upgrade	
	<b>SANTA CLARA COUNTY</b>	
8	Remote Live Scan Station LSS2000	SALV04, SALV05, SALV06, SALV07, SALV08, SALV09, SALV10, SALV11
1	Remote Latent Station	SALS03
6	Lexmark Optra T614 Duplex Printer	SALP04, SALP05, SALP06, SALP07, SALP08, SALP11
1	Codonics Video Printer	
2	Remote Communications Subsystem	

The above equipment was from the original acquisition of Printrak equipment. This below list equipment was procured with SB720 funds:

Quantity	Asset	ID No.
	<b>SAN JOSE POLICE DEPARTMENT</b>	
1	Remote Live Scan Station LSS3000	SALV25
1	Lexmark Optra T614 Duplex Printer	SALP25
	<b>SANTA CLARA COUNTY</b>	
2	Remote Live Scan Stations LSS2000	SALV21, SALV24
2	Lexmark Optra T614 Duplex Printers	SALP21, SALP24
1	Remote Communications Subsystems	

## LOCAL AFIS EQUIPMENT LIST

Quantity	Asset	ID No.
	<b>SAN JOSE POLICE DEPARTMENT</b>	
1	NIST Sever 2000	SANS01
1	Search Processor 2000	SAMC01
1	Data Storage/Retrieval 2000	SADS01
1	CJIC Interface	SACI01
1	Input Station	SAWS01
2	Latent Station	SALS01, SALS02
1	Verification Station	SAVS01
4	Live Scan Stations LSS2000	SALV01, SALV02, SALV03, SALV12
1	Live Scan Station LSS3000	SALV25
6	Lexmark Optra T614 Duplex printer	SALP01, SALP02, SALP03, SALP12, SALP25
1	Remote Communication Subsystem	
1	20KVA Uninterruptible Power Supply	
1	Codonics Video Printer	30C2972B
1	NIST Archive Server/RAID Upgrade	
	<b>SHERIFF'S OFFICE</b>	
2	Remote Live Scan Station LSS2000	SALV05, SALV24
1	Remote Latent Station	SALS03
2	Lexmark Optra T614 Duplex Printer	SALP05, SALP24
3	Codonics Video Printer	
1	Remote Communications Subsystem	
	<b>MAIN JAIL</b>	
1	Live Scan Station LSS2000 Commit Desk	SALV06
4	Live Scan Station LSS2000 Booking	SALV07, SALV09, SALV08, SALV11
1	ID Station (Release Area)	SAID01
1	ID Station (Transport Area)	SAID02
1	ID Station (F1)	SAID03
3	Lexmark Optra T614 Duplex Printer	SALP06, SALP07, SALP08
1	Remote Communication Subsystem	
	<b>ELMWOOD</b>	
1	ID Station (Westgate)	SAID04
1	ID Station (Processing)	SAID07
1	Live Scan Station LSS2000 (Unused)	SALV10
1	Lexmark Optra T614 Printer	SALP10
1	Remote Communication Subsystem	
	<b>CCW</b>	
1	ID Station	SAID05
1	Remote Communication Subsystem	
	<b>DISTRICT ATTORNEY'S OFFICE</b>	
1	Live Scan Station LSS2000	SALV04
1	Lexmark Optra T614 Duplex Printer	SALP04
	Remote Communication Subsystem	

## **EXHIBIT D DEFINITIONS**

<b>AFIS</b>	the Automated Fingerprint Identification System including all hardware and software necessary to perform the intended purposes as stated in this Agreement
<b>Annual Budget</b>	the CIU operating budget for a particular fiscal year as agreed upon by the CAL-ID agencies through the procedure established in relation to the CAL-ID RAN Policy Board
<b>CAL-ID</b>	the State of California Fingerprint Identification System; also used in reference to an agreement with local law enforcement agencies related to provision of certain specified fingerprint services including searches of the State database from the LIT operated by CIU
<b>CIU</b>	the Central Identification Unit of the San Jose Police Department
<b>CJIC</b>	Criminal Justice Information Control, the County's system for local adult criminal case tracking, local criminal history recording and other related functions
<b>County</b>	means the County of Santa Clara, its agencies and subdivisions, including the Office of the Coroner and the District Attorney's Office
<b>Fiscal Administrator</b>	a responsibility of the City of San Jose that includes preparation of a proposed annual budget for CIU, management of the agreed upon budget within the parameters established, provision of periodic financial reports of revenues and expenditures, timely payment of bills or warrants for agreed upon services and supplies, maintenance of financial records according to GAAP, and provision of access as defined in Section 5
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Latent Print Files</b>	digital or hardcopy images of fingerprints taken from crime scenes
<b>LIT Equipment</b>	Local Input Terminal used to search the state AFIS
<b>RAN</b>	Remote Access Network; access to the state AFIS through the LIT
<b>Tenprint or 10-Print Files</b>	digital or hardcopy images of rolled fingerprints

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
REGARDING THE OPERATION OF THE  
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM  
AND TO PROVIDE LOCAL LAW ENFORCEMENT AGENCIES  
ACCESS TO THE CALIFORNIA IDENTIFICATION SYSTEM**

This First Amendment to the Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to provide Local Law Enforcement Agencies access to the California Identification System is made and entered into this 25th day of April, 2003, by and among the COUNTY OF SANTA CLARA, a county of the State of California ("County"), the CITY OF CAMPBELL, a municipal corporation, the CITY OF CUPERTINO, a municipal corporation, the CITY OF GILROY, a municipal corporation, the CITY OF LOS ALTOS, a municipal corporation, the TOWN OF LOS ALTOS HILLS, a municipal corporation, the TOWN OF LOS GATOS, a municipal corporation, the CITY OF MILPITAS, a municipal corporation, the CITY OF MONTE SERENO, a municipal corporation, the CITY OF MORGAN HILL, a municipal corporation, the CITY OF MOUNTAIN VIEW, a municipal corporation, the CITY OF PALO ALTO, a municipal corporation, the CITY OF SAN JOSE, a municipal corporation, the CITY OF SANTA CLARA, a municipal corporation, the CITY OF SARATOGA, a municipal corporation, and the CITY OF SUNNYVALE, a municipal corporation (hereinafter collectively referred to as "Incorporated Cities").

**RECITALS**

Whereas, on April 26 1988, the County and Incorporated Cities entered into an "Agreement to Provide Local Law Enforcement Agency Access to the California Identification System" which Agreement has been amended from time to time (CAL-ID Agreement); and

Whereas, on May 20, 1997, the County and City of San Jose entered into a "Memorandum of Understanding Regarding the Acquisition and Operation of the Automated Fingerprint Identification System between the City of San Jose and the County of Santa Clara" (AFIS Agreement); and

Whereas, on October 8, 2002, County and Incorporated Cities entered into a Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to provide Local Law Enforcement Agencies access to the California Identification System ("MOU") to set forth their respective obligations with respect to the cost and operation and maintenance of the CAL-ID and AFIS Program ("Consolidated Program"); and

Whereas, County and Incorporated Cities desired to amend the terms of the MOU

**NOW, THEREFORE,** County and Incorporated Cities hereby agree as follows:

1. Section 2 of the MOU is amended to read as follows:

**SECTION 2. TERM AND TERMINATION**

The Effective Date of this MOU shall be the date it has been executed by the County and the City of San Jose. This MOU shall be additionally binding as to each of the other Incorporated Cities as of the date that the individual Incorporated City has executed a Signature Addendum. The MOU shall continue in effect until terminated by the parties, either as a whole, or individually.



Any party may terminate their participation in this MOU by providing written notice of termination to the City of San Jose. Termination of this MOU by any Incorporated City, excluding the City of San Jose, shall not terminate the MOU as to the County, the City of San Jose or any of the other remaining Incorporated Cities. The termination shall be effective sixty (60) calendar days after the City of San Jose's receipt of such notice. Termination does not relieve the County or any Incorporated City from paying costs to June 30 of the fiscal year of termination as commitments have been made to all uses of the shared operation costs for the fiscal year. In addition, the County or Incorporated City remains obligated to payback for any commitment that extends beyond the end of the fiscal year of termination, provided that the City Manager/County Executive or City Council/Board of Supervisors signs a separate agreement acknowledging the full payback commitment.

2. Section 7 of the MOU is amended to read as follows:

#### **SECTION 7. MUTUAL INDEMNIFICATION AND HOLD HARMLESS**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. For purposes of this paragraph, "agents" does not include another party to this MOU.

3. Section 8 is amended to read as follows:

#### **SECTION 8. DISPUTE RESOLUTION**

Any dispute among the parties regarding the interpretation or application of any term of this MOU or any exhibit thereto may be brought to the Local Policy Board. The Local Policy Board shall meet within 60 days of such notification by an interested party, or parties, and shall make their best efforts to render a determination regarding the dispute.

4. The following new sections are added to be numbered and entitled and to read as follows:

#### **SECTION 9. NOTICE**

All notices required by this MOU will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested. Notices given to the City of San Jose and the County shall be given at the addresses set forth below. Notices given to any of the

Incorporated Cities joining this MOU by signing a Signature Addendum shall be sent to person indicated on the Signature Addendum.

City of San Jose Police Department  
Office of the Chief of Police  
201 West Mission St.  
San Jose, CA 95110

Santa Clara County Sheriff  
Office of the Sheriff  
55 West Younger Avenue  
San Jose, CA 95110

The District Attorney of Santa Clara County  
Office of the District Attorney  
70 West Hedding Street  
San Jose, CA 95110

#### **SECTION 10. AMENDMENTS**

This Agreement may be amended only by an instrument signed by the parties.

#### **SECTION 11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

#### **SECTION 12. SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

#### **SECTION 13. WAIVER**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

#### **SECTION 14. GOVERNING LAW**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

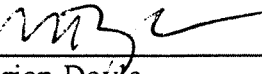
#### **SECTION 15. ENTIRE AGREEMENT**

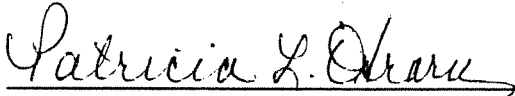
This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

5. Exhibit A is amended to read as set forth in Revised Exhibit A which is attached hereto.
6. Exhibit B is amended to read as set forth in Revised Exhibit B which is attached hereto.
7. Exhibit D is amended to read as set forth in Revised Exhibit D which is attached hereto
8. All of the terms and conditions of the original MOU not modified by this First Amendment shall remain in full force and effect.

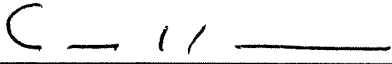
*APPROVED AS TO FORM*

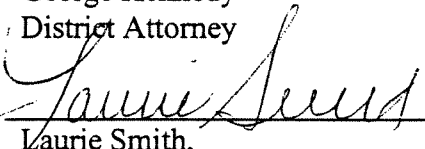
CITY OF SAN JOSÉ

  
\_\_\_\_\_  
Brian Doyle  
Senior Deputy City Attorney

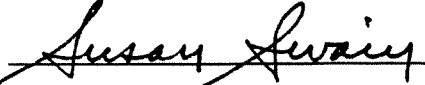
By:   
\_\_\_\_\_  
Patricia L. O'Hearn  
City Clerk

COUNTY OF SANTA CLARA

By:   
\_\_\_\_\_  
George Kennedy  
District Attorney

By:   
\_\_\_\_\_  
Laurie Smith,  
Sheriff

*APPROVED AS TO FORM AND LEGALITY*

  
\_\_\_\_\_

**REVISED  
EXHIBIT A  
COST RESPONSIBILITIES**

**A.1 LOCAL POLICY BOARD**

- A. Pursuant to California Penal Code Section 11112.4, a local, remote access network board, known as the "Santa Clara County CAL-ID RAN Policy Board" ("Local Policy Board"), has been established, which is currently composed of the following members: a member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the department having the largest number of sworn personnel within the county, a Chief of Police selected by all of the Police Chiefs within the County, a Mayor selected by City Selection Committee established pursuant to California Government Code Section 50270, and a member-at-large chosen by the other members.
- B. Pursuant to California Penal Code Section 11112.4, the Local Policy Board shall:
1. Establish policies and procedures necessary to implement the purposes of this MOU.
  2. Establish a budget and approve expenditures consistent with the terms of this MOU.
  3. Determine and coordinate the purchase, acceptance, placement, installation, use, maintenance, replacement, disposition of, and all other matters concerning the local AFIS and all local RAN equipment within the County, adhering to the policy guidelines and procedures adopted by the California Department of Justice.
  4. Develop procedures to regulate the ongoing use and maintenance of the local AFIS and the local RAN equipment adhering to the policy guidelines and procedures adopted by the California Department of Justice; and
  5. Determine the placement of personnel funded by the CAL-ID Program.

**A.2 ADMINISTRATION**

The City of San Jose has been and shall continue to be the general administering agency for the CAL-ID Program. The City of San Jose has been and shall continue to provide fiscal management of the CAL-ID Program fund and expenditures, including but not limited to: (1) establishing the interest-bearing accounts pursuant to Exhibit B into which shall be deposited all funds received under this MOU and from which shall be paid all costs and expenses incurred under this MOU; (2) billing each party for that party's share of the costs under this MOU; (3) providing each of the parties and the Local Policy Board with periodic reports and an annual financial report at the end of each fiscal year; and (4) payment of all Local Policy Board expenses.

**A.3 COSTS**

Cost components of the CAL-ID Program in Santa Clara County include: (i) new equipment costs; (ii) annual operating costs, and (iii) miscellaneous costs related to the operation of the CAL-ID Program not included in Subparagraphs (i) and (ii). For purposes of this MOU, "annual operating costs" shall include, but not be limited to, the cost of personnel, supplies, materials, utilities, maintenance, repair, training, and other overhead costs incurred in the annual operation of the CAL-ID Program.

#### **A.4 ALLOCATED PERCENTAGES**

All costs of the CAL-ID Program as set forth in subsection A.3, above, shall be allocated among the parties to the MOU based on each party's percentage share of the total population of each local agency participating in the CAL-ID Program ("the Allocated Percentages") Additionally, the County's Office of the District Attorney shall contribute 26.8 percent of the entire budget. The initial Allocated Percentages shall be as set forth in Attachment I to this First Amendment to MOU.

Thereafter, on an annual basis, the Board shall recalculate the Allocated Percentages based upon the population figures used for allocating these costs. The Allocated Percentages shall be based on the most recent State of California Department of Finance Population Estimates. For the purpose of this MOU, the County share of population shall be the population of the unincorporated area of the County.

#### **A.5 ANNUAL BUDGET**

1. No later than 150 days prior to the commencement of any fiscal year, the City of San Jose shall estimate the costs for that fiscal year. The estimated annual budget shall be approved, disapproved or amended by the Local Policy Board.
2. On or before April 1 of the preceding fiscal year, the City of San Jose shall notify each party of its share of the estimated costs for the succeeding year, which shall be allocated among the parties in the manner prescribed in Section A.4. above.
3. Payments required to be paid under this Section shall be paid to the order of the City of San Jose and delivered to the City of San Jose Finance Department, on or before August 15 of the fiscal year for which the payments are due.
4. Payments made pursuant to this MEMORANDUM OF UNDERSTANDING shall be nonrefundable and shall not be returned to any party unless all parties agree to terminate this MEMORANDUM OF UNDERSTANDING and to discontinue the CAL-ID Program in Santa Clara County.
5. Payments shall be deposited in interest bearing trust accounts maintained by the City of San Jose for benefit of the CAL-ID Program, with any earned interest being applied to the account. The City of San Jose shall serve as the trustee of the accounts and shall have the authority to deposit and withdraw funds from the accounts to pay for costs according to the annual budget approved by the Local Policy Board.
6. Reserve Fund. The Local Policy Board has since 1988 maintained in a separate interest bearing trust account a reserve fund ("Reserve") that has accrued since 1988 from budget surpluses and interest accrued on the corpus of the fund. The Reserve funds shall be held in interest bearing trust account for benefit of the CAL-ID Program. The City of San Jose shall serve as the trustee of the account and shall have the authority to deposit and withdraw funds from the account. The Local Policy Board shall develop written policies regarding the maintenance and use of the Reserve. The Local Policy Board shall have the authority to maintain this Reserve and to use funds from it for the purpose of paying any of the costs required under this Agreement.

## **A.6 BUDGET ADJUSTMENTS**

If, in any fiscal year, the actual annual costs are higher than as previously determined by the Local Policy Board, the Local Policy Board, with the assistance of the City of San Jose, shall determine the additional amount needed to meet the costs for that fiscal year. Each party shall contribute its share of the additional amount, which share will be based on the party's percentage share of the total population of all parties participating in the CAL-ID Program. The additional payments shall be paid to the order of the City of San Jose and delivered to the City of San Jose Finance Department within thirty (30) days of billing.

## **A.7 EMPLOYEES**

The City of San Jose shall provide such employees as the Local Policy Board considers necessary to the efficient operation of the CAL-ID Program. The persons provided by the City pursuant to this Section shall remain employees of the City of San Jose. The salary and all fringe benefit costs incurred by the City of San Jose in the employment of persons provided pursuant to this section shall be paid for out of the payments made by the parties pursuant to Section A.5 at the time these costs are due and payable.

## **A.8 RESIDUAL COSTS**

Each of the following parties acknowledges and agrees that the allocated costs outlined in Attachment A of this MOU are due and payable to the City of San Jose under the CAL-ID Agreement.

## **A.9 NEW USERS**

A non-participating agency seeking to participate in the CAL-ID System shall be allowed to become a party to this agreement only with the approval of the Local Policy Board. In addition new participating agencies may be required to execute an addendum or amendment to the MEMORANDUM OF UNDERSTANDING by which the new agency agrees to be a party to this MEMORANDUM OF UNDERSTANDING and to be subject to all of its terms and conditions. If the addendum or amendment does not require any greater expenditure by the City of San Jose after approval of the Local Policy Board, it may be executed by the City Manager of the City of San Jose, who is authorized to execute the addendum or amendment on behalf of the parties to this MEMORANDUM OF UNDERSTANDING.

**REVISED  
EXHIBIT B  
OPERATIONAL RESPONSIBILITIES**

**B.1 PRIMARY OPERATION RESPONSIBILITY**

The City of San Jose shall be primarily responsible for the overall operation and maintenance of the CAL-ID Program consistent with the budget and overall direction mutually established by the Local Policy Board.

**B.2 CITY OF SAN JOSE'S RESPONSIBILITIES**

City of San Jose shall provide the following services:

1. City of San Jose shall be responsible for maintaining the statistical file database of the Automated Fingerprint Identification System (AFIS), including but not limited to the 10-Print files and latent print files.
2. City of San Jose shall receive and verify all 10-print files from all remote sites in Santa Clara County.
3. City of San Jose shall provide continuing quality control (editing) on incoming fingerprint images with existing database records.
4. City of San Jose shall perform comparative analysis of fingerprints received from the District Attorney's Office and testify in court when requested, with reasonable notice.
5. City of San Jose shall provide statistics annually within a Fiscal Year to the Local Policy Board. These statistics shall include, but not be limited to the following: 10-Print database size; unsolved latent file size; number of 10-Print and Latent queries, verifications and identifications by agency, hit rates of each, number and types of record purges, information on frequency and circumstance of maintenance calls and their resolution, and other data as may be available via the System's statistical reporting capability. The Local Policy Board has the ability to audit performance statistics at any time given reasonable notice to City of San Jose.
6. The Central Identification Unit (CIU) shall provide, within limitations of the approved Operating Budget, 24-hour coverage 365 days a year to receive and process electronic images of fingerprints from livescan sites within Santa Clara County. CIU shall notify System Users and County contact of any period when coverage is not available.
7. City of San Jose shall provide power and space for AFIS equipment housed at SJPd's CIU facilities, costs to be allocated among all Parties to the MOU, in accordance with provisions of Exhibit B.
8. City of San Jose will act as point of contact with the AFIS vendor in assuring vendor compliance with the terms of the maintenance agreement and will assure that the operating system, matchers, hardware and all related components will be available in a state that the operating purposes of this MOU are supported at the agreed-upon level. A process for 24 hour per day/7 day per week notification and response will be established.

9. City of San Jose is responsible for preparing, on an annual basis, a list that outlines service priorities that will be equally applicable to all agencies that use CIU under this MOU. The list will recognize that a primary purpose of the System is to assure timely identification of persons being booked into custody.

### **B.3 COUNTY'S RESPONSIBILITIES**

County shall provide the following services:

1. County shall provide space and power for all County operated AFIS equipment which is linked to CIU.
2. County shall provide and maintain CJIC interface to AFIS.
3. County shall maintain and perform corrections to CJIC database and consolidate multiple person files.
4. County shall provide and maintain all of the communication lines between CIU and all remote access sites of the County.
5. County shall maintain the direct telephone line between CIU and Santa Clara Department of Corrections Main Jail.

### **B.4 INCORPORATED CITY'S RESPONSIBILITIES**

Incorporated Cities shall provide the following services:

1. Each Incorporated City shall provide space and power for their City's operated AFIS equipment which is linked to CIU.
2. Each Incorporated City shall provide their own personnel that shall be responsible for rolling fingerprints at their livescan sites.
3. Each Incorporated City shall be responsible for installation of any future communication lines and to maintain current and future communications lines between CIU and the Incorporated City.

### **B.5 ACCESS**

City and County shall each have the right to search, to determine system status (files, statistics, and throughput). Only CIU staff has the right to register prints or to make changes to database files. Terminals outside of CIU shall not have the ability to make file changes. However, County and Incorporated Cities, if they later purchase and install such equipment, may add latent print files to the "Unsolved Latent Print" database from it's Latent Print terminal.



## **EXHIBIT D DEFINITIONS**

AFIS	the Automated Fingerprint Identification System including all hardware and software necessary to perform the intended purposes as stated in this Agreement
Annual Budget	the CIU operating budget for a particular fiscal year as agreed upon by the CAL-ID agencies through the procedure established in relation to the CAL-ID RAN Policy Board
CAL-ID	the State of California Fingerprint Identification System; also used in reference to an agreement with local law enforcement agencies related to provision of certain specified fingerprint services including searches of the State database from the LIT operated by CIU
CIU	the Central Identification Unit of the San Jose Police Department
CJIC	Criminal Justice Information Control, the County's system for local adult criminal case tracking, local criminal history recording and other related functions
County	means the County of Santa Clara, its agencies and subdivisions, including the Office of the Coroner and the District Attorney's Office
Fiscal Administrator	a responsibility of the City of San Jose that includes preparation of a proposed annual budget for CIU, management of the agreed upon budget within the parameters established, provision of periodic financial reports of revenues and expenditures, timely payment of bills or warrants for agreed upon services and supplies, maintenance of financial records according to GAAP, and provision of access as defined in Section 5
GAAP	Generally Accepted Accounting Principles
Latent Print Files	digital or hardcopy images of fingerprints taken from crime scenes
LIT Equipment	Local Input Terminal used to search the state AFIS
Local Policy Board	CAL-ID Remote Access Network (RAN) Policy Board as described in Section A.1 (A).
RAN	Remote Access Network; access to the state AFIS through the LIT
Tenprint or 10-Print Files	digital or hardcopy images of rolled fingerprints

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
REGARDING THE OPERATION OF THE  
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM  
AND TO PROVIDE LOCAL LAW ENFORCEMENT AGENCIES  
ACCESS TO THE CALIFORNIA IDENTIFICATION SYSTEM  
SIGNATURE ADDENDUM**

By executing below the undersigned Incorporated City acknowledges and accepts the terms and conditions of the First Amendment to the Memorandum of Understanding Regarding The Operation Of The Automated Fingerprint Identification System And To Provide Local Law Enforcement Agencies Access To The California Identification System which has been approved by City Council of the City of San Jose and the Board of Supervisors of the County of Santa Clara, and executed by City and County and is on file in the Office of the City Clerk of the City of San Jose.

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

(Provide name and address to which notice must be sent)

INCORPORATED CITY

By: \_\_\_\_\_  
Name: Amy Chan  
Title: City Manager  
Date: September 13, 2006